

MORTGAGE MODIFICATION AGREEMENT

Loan Account Number: 2382300

THIS MORTGAGE MODIFICATION AGREEMENT is made this 7th day of DECEMBER, 2010, by and between THOMAS C AND GWENDOLYN BRANCH (hereinafter the "Mortgagor(s)") and Covenant Bank (hereinafter the "Lender").

WITNESSETH:

WHEREAS, on 10/5/10, Mortgagor(s) executed and delivered to Lender a Real Estate Mortgage (hereinafter the "Mortgage") in the amount of \$350,000.00, and filed for record in the Probate Office of SHELBY County Instrument 20101124000395360 AND all modifications and renewals thereof;

WHEREAS, Mortgagor(s) have requested and Lender has agreed to modify certain provisions of said Mortgage in the manner set forth herein below;

NOW, THEREFORE, it is hereby agreed by and between the Mortgagor(s) and the Lender that commencing with the date of this agreement of terms and provisions of said "Mortgage" are amended as follows:

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$390,000.00.

Except as herein modified, all other provisions and terms of the Mortgage shall remain in full force and effect and is hereby ratified and affirmed in all respects by the Mortgagor(s). Mortgagor(s), by these present, do hereby aver and confirm that they have no defenses or offsets with respect to Mortgagor(s) obligations pursuant to the Mortgage as is herein modified.

IN WITNESS WHEREOF, Mortgagor(s) and Lender have executed this Mortgage Modification Agreement as of the month, day and year first set forth herein above.

MORTGAGOR(S)

BY: *Thomas C Branch*
BY: *Gwendolyn Branch*

COVENANT BANK

BY: *Robert Patterson*
ITS: *Via President*

STATE OF ALABAMA
COUNTY OF

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that Thomas C Branch & Gwendolyn Branch, whose name(s) is/are signed to the foregoing Mortgage Modification Agreement, and who are known to me, acknowledged before me on this day that, being fully informed of the contents of said agreement, being executed the same voluntarily on the day the same bears date.

Given under my hand and seal this, the 7th day of December 2010.

Notary Public [Signature]
My commission expires: 3/6/12

STATE OF ALABAMA
COUNTY OF

I, undersigned authority, Notary Public in and for said county and in said state, hereby certify that Hodge Patterson, whose name as VP of Covenant Bank, a corporation signed the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this, the 7th day of December 2010.

Notary Public [Signature]
My commission expires: 3/6/12